

JUDGE ROELL

'08 CIV 3728

Micheal J. Frevola
Christopher R. Nolan
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ATTORNEYS FOR PLAINTIFF
OCEANOGRAFIA S.A. DE C.V.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

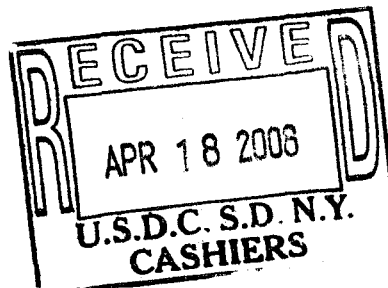
OCEANOGRAFIA S.A. DE C.V.,

Plaintiff,

-against-

DEMAR INSTALADORA Y CONSTRUCTORA,
S.A. DE C.V.,

Defendant.



08 Civ.

VERIFIED COMPLAINT

Plaintiff, Oceanografia S.A. de C.V. ("Oceanografia" or "Plaintiff"), by and through its attorneys, Holland & Knight LLP, for its verified complaint against Demar Instaladora y Constructora, S.A. de C.V. ("Demar" or "Defendant"), alleges as follows:

1. This is a case of admiralty and maritime jurisdiction as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times material herein, Oceanografia is and was a business entity organized and existing under the laws of the Mexico. Its corporate offices were and are located at S. Díaz

Mirón 1012 altos., Col. Ma. De la Piedad, 96410 Coatzacoalcos, Veracruz, Mexico, and it maintains a branch office and headquarters located at Av. 4 Oriente Lote 5 Maz. D. Puerto Isla del Carmen, C.P. 24140.

3. Upon information and belief, at all times material herein, defendant Demar is and was a business entity organized and existing under the laws of Mexico with its principal place of business at Blv. Manuel Avila Campacho No. 80 INT. 201, Col. El Parque, 53398 Naucalpan, Edo. de Mexico, Mexico.

4. On or about July 22, 2007, Oceanografia, as owner, and Demar, as charterer, entered into an oral time charter party ("Tug Agreement") for the chartering of Oceanografia's tugboat, the CABOLLA LIPIZANO ("Vessel") to provide tug services for moving Demar's barge, the OCEAN OLIMPIA, in La Songa de Campeche.

5. The Tug Agreement was entered into in Mexico by two Mexican entities, for the use of a Mexican registered vessel in Mexican waters, and is therefore governed by Mexican law.

6. The Vessel was hired by Demar from 23:05 hours on July 22, 2007 through 09:00 on July 23, 2007 totaling 9 hours and 55 minutes.

7. La Songa de Campeche is an oil producing region in which tugboats are in high demand, and are hired on an hourly basis. The hourly hire rate for the Vessel to perform the work included in the Tug Agreement is US\$585.00 per hour, and the local mobilization and demobilization fees are each US\$3,510.00.

8. Accordingly, the amount of due to Oceanografia for Demar's hiring of the Vessel, including mobilization and demobilization, fees is US\$12,821.25. A true and correct copy of the invoice setting forth the monies owed by Demar to Oceanografia for hire of the Vessel is attached hereto as Exhibit 1.

9. Under Mexican law Oceanografia's fees and costs set forth in paragraph "8" are subject to a 15% tax under Mexican law.

10. Therefore, the total amount that Oceanografia is due from Demar for its chartering of the Vessel is as follows:

Total hire:	\$ 5,801.25
Local Mobilization:	\$ 3,510.00
Local Demobilization:	\$ 3,510.00
Subtotal:	\$12,821.25
<u>15% Tax:</u>	<u>\$ 1,923.19</u>
TOTAL:	\$14,744.44

11. On or about April 08, 2008, Oceanografia demanded payment from Demar in the amount of US\$14,744.44, which Demar has refused to pay.

12. Upon information and belief it will take two years to bring this dispute to conclusion, resulting in the following estimated interest:

Interest:	\$ 1,769.33	(\$14,744.44 x 0.06/year for two years)
<u>Total Principal Claim:</u>	<u>\$ 14,744.44</u>	
Total Sought:	<u>\$ 16,513.77</u>	

13. Demar is not found within the Southern District of New York but does have assets, good or chattels within the jurisdiction, to wit: funds or accounts held in the name of Demar Instaladora y Constructora, S.A. de C.V. with, upon information and belief, the following financial institutions: Bank of America, N.A.; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular; or any other financial institution within the Southern District of New York.

WHEREFORE, Oceanografia S.A. de C.V. prays:

1. That a summons with process of attachment and garnishment may issue against the defendant, Demar Instaladora y Constructora, S.A. de C.V.; and if defendant cannot be found, then that its goods, chattels and credits within the district, and particularly all bank accounts and other property of Demar Instaladora y Constructora, S.A. de C.V. with the financial institutions noted above in paragraph 13, may be attached in an amount sufficient to answer plaintiff's claim;

2. That defendant Demar Instaladora y Constructora, S.A. de C.V. and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;

3. That judgment be entered in favor of Oceanografia S.A. de C.V. and against Demar Instaladora y Constructora, S.A. de C.V. in the amount of US\$16,513.77 (including estimated interest); and,

4. That this Court grant Oceanografia S.A. de C.V. such other and further relief which it may deem just and proper.

Dated: New York, New York
April 18, 2008

HOLLAND & KNIGHT LLP

By: _____



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Fax: (212) 385-9010

*Attorneys for Plaintiff
Oceanografia S.A. de C.V.*

VERIFICATION

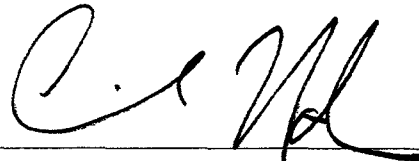
STATE OF NEW YORK)

:ss.:

COUNTY OF NEW YORK)

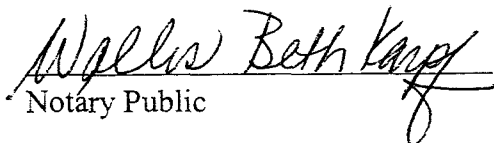
CHRISTOPHER R. NOLAN, being duly sworn, deposes and says:

I am associated with the firm of Holland & Knight LLP, counsel for Oceanografia S.A. de C.V. ("Oceanografia"), plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Oceanografia and corresponded with Oceanografia's representatives regarding this matter. I am authorized by Oceanografia to make this verification, and the reason for my making it as opposed to an officer or director of Oceanografia is that there are none within the jurisdiction of this Honorable Court.



Christopher R. Nolan

Sworn to before me this
18th day of April, 2008



Notary Public

WALLIS BETH KARPf
Notary Public, State Of New York
No. 01KA6047092
Qualified In New York County
Commission Expires August 28, 2010

5228424_v1

EXHIBIT 1



OCEANOGRAFIA, S. A. DE C. V.

DIAZ MIRON No. 1012-ALTOS COL. MARIA DE LA PIEDAD TEL. 212-4730 TEL/FAX: 212-3755

COATZACOALCOS, VER.

REG. FED. CTES. OCE-791214-330 REG. PEMEX 1172 REG. CAM. DE LA IND. DE LA CONST. 4855 REG. S.P.P. 17556

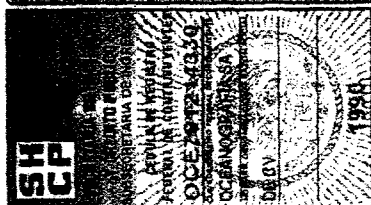
VENDIDO A: DEMAR INSTALADORA Y CONSTRUCTORA, S.A. DE C.V.
DOMICILIO: BLV. MANUEL AVILA CAMACHO N° 80 INT. 201 COL. EL PARQUE
CIUDAD: NAUCALPAN, EDO DE MEXICO CP 53398 **R.F.C.:** DIC-900308-3G6

FACTURA		
Nº 21205		
EXPEDIDA EN: CO. DEL CARMEN, CAMP.		
08 DIA	Abr MES	08 AÑO

PARTIDA	DESCRIPCION	CANTIDAD	PRECIO UNITARIO	IMPORTE
	RENTA DE LA EMBARCACION CABALLO LIPIZANO			
	TARIFA POR HORA	585.00 USD		
	MOBILIZACION			3,510.00
	22/07/2007 (23:05 - 24:00) - (00:55 HRS)			536.25
	23/07/2007 (00:01 - 09:00) - (09:00 HRS)			5,265.00
	DESMOBILIZACION			3,510.00
				12,821.25
	Ciudad del Carmen, Campeche a Martes, 08 de Abril de 2008			

SON: (Catorce Mil Setecientos Cuarenta y Cuatro Dólares Americanos 44/100 USD)

SUB-TOTAL	12,821.25
I.V.A.	1,923.19
TOTAL	14,744.44



LA REPRODUCCION NO AUTORIZADA DE ESTE DOCUMENTO CONSTITUYE UN DELITO EN LOS TERMINOS DE LAS DISPOSICIONES FISCALES IMPRESO POR ROSA DEL C. ROURA MEDINA Y/O IMPRESOS PEGASOS R.F.C. ROMR-500929-G23 C.U.R.P. ROMR-500929MCCRDS08 AUTORIZACION INTERNET 6 DE MARZO DE 2002 DEL CARMEN, CAMPECHE, MEXICO.

PAGO EFECTUADO EN UNA SOLA EXHIBICION
PARA EFECTOS FISCALES AL PAGO

FOLIO: 21,001 AL 22,000
IMPRESO: 17/12/2007 VIGENCIA: 17/12/2009
NUMERO DE APROBACION DEL STODF: 13175085

CFI-466 'G'